



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
HWY-309620-JA

IFB Title:
REST AREA CLEANING SUPPLIES

IFB Due Date and Time:
June 4, 2010
3:00 p.m., Local Time

Number of Pages: 11

ISSUING AGENCY INFORMATION

Procurement Officer:
Jason Armstrong

Issue Date:
May 20, 2010

MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001

Phone: (406) 444-6033
Fax: (406) 444-5411
TTY Users, (406) 444-7696

Website: <http://gsd.mt.gov/>

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:

#HWY-309620-JA
PURCHASING SERVICES SECTION
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001

Mark Face of Envelope/Package:

IFB Number: HWY-309620-JA
IFB Due Date: June 4, 2010

SEALED BIDS will be received and publicly opened
in the Administrative Division at 3:00 pm.

Attachments: NONE

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

HIGHWAY CIVIL RIGHTS

The Contractor must, in performance of work on this contract, fully comply with all applicable federal, state or local laws, rules and regulations. The Contractor must comply with the provisions of all appropriate federal laws, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions of the appropriate federal laws, including Title VI of the Federal Civil Rights Act of 1964. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disabilities or national origin by the persons performing the contract.

BILL TO: DEPT OF TRANSPORTATION
PO BOX 7039
MISSOULA, MT 59807-7039

F.O.B. LOCATION: DEPT OF TRANSPORTATION
2100 W. BROADWAY ST.
MISSOULA, MT 59808

Questions may be directed to Jack May at (406) 523-5800 in Missoula. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part and to make awards in any manner deemed in the best interest of the Department. Bids and proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid or request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of 3 years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department's Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees) and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor and the public.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted. Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA and then only if federal funds are not involved.

For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp>

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov/>.

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406-444-6033) in Helena.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SHIPPING

Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

1.27. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.28. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.29. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

1.30. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.31. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3))

1.32. UNIT PRICE

Unless otherwise specified, the unit price for each line item must be provided in the appropriate space within the bid document. This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.33. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.34. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401)

1.35. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. GENERAL INFORMATION AND REQUIREMENTS

Provide and deliver F.O.B. Missoula, MT, rest area cleaning products as specified herein.

Rest area cleaning products shall be delivered by the successful vendor on an "as needed" basis at a firm cost per each as established by this solicitation during the contract period from date of signed contract through June 30, 2011.

2.1. CONTRACT EXTENSION

This contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may a contract run longer than three (3) years. Extension of this contract will be possible only by way of duplication of the terms, conditions and prices of the original existing contract.

Any intention to extend the contract must be initiated in writing prior to the termination date of the existing contract or termination date of a contract, which has been previously extended.

2.2. CANCELLATION

This contract may be canceled by the Department for non-performance on the part of the vendor.

Upon receipt of written notice of non-performance from the Department, the vendor shall cure the specified item(s) of non-performance within 24 hours.

Failure on the part of the vendor to cure the specified item(s) of non-performance within 24 hours will be grounds, at the Department's discretion, for immediate termination of the contract.

The final decision as to whether or not the item(s) of non-performance has been cured will be made by the supervisor of the Purchasing Services Section.

2.3. PURCHASE FROM ANOTHER SOURCE

If for any reason whatsoever the vendor refuses or is unable to timely deliver products to the Department during the contract period, the Department reserves the right to purchase product from another source.

2.4. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the Montana Department of Transportation, Purchasing Services Bureau with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Montana Department of Transportation, Purchasing Services Bureau, PO Box 201001, Helena, Montana 59620-1001, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO CONTRACTORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

2.5. TRAINING REQUIREMENT

Factory or distributor representative will provide training to Department personnel and the rest area Contractors on the proper use and handling of the products upon request. If training is requested, the training will take place within thirty (30) days of formal written request from the Department. Training will be conducted on site at the Department in Missoula, Montana.

2.6. ORDERING/DELIVERY

Ordering will be done on an "as needed" basis for the term of the contract. Items ordered under the terms and conditions of this bid shall be delivered not more than 5 working days after written (facsimile) request.

3.0. COMMODITY SPECIFICATIONS

Provide and deliver F.O.B. Missoula, Montana, cleaning products per the specifications listed herein. Green Products that have equal specifications will be considered.

- 3.1 Non-acid toilet bowl cleaner that cleans, disinfects and deodorizes. SC Johnson Crew NA II, AmSan JWP04578 or approved equal.

Cost per each: \$_____

Brand/Model bid:_____

Minimum order quantity:_____

- 3.2 Acid toilet bowl cleaner that removes hard water deposits, rust and soap scum. SC Johnson Crew Phosphoric Acid Bowl Cleaner, AmSan REN02835-UC or approved equal.

Cost per each: \$_____

Brand/Model bid:_____

Minimum order quantity:_____

- 3.3 Foaming acid hard surface cleaner that removes hard water deposits, rust and soap scum from hard surfaces. AmSan JWP5180485 or approved equal.

Cost per each: \$_____

Brand/Model bid:_____

Minimum order quantity:_____

- 3.4. Glass and Multi-surface cleaner that cuts through grease, grime, soap films, finger marks and smoke films, will not streak or smear, fast drying. Johnson Wax Professional Glance or approved equal.
- Cost per each: \$ _____
- Brand/Model bid: _____
- Minimum order quantity: _____
- 3.5. Urinal Screen and Enzyme Blocks. Combats uric acid odors. SC Johnson Crew Urinal Screen – Outdoor Fresh, AmSan REN03001-BD, or approved equal.
- Cost per each: \$ _____
- Brand/Model bid: _____
- Minimum order quantity: _____
- 3.6. All-purpose cleaner/disinfectant, heavy duty, concentrated, cleans mineral deposits, soap scum and heavy soil, disinfects as it cleans. SC Johnson Forward DC Cleaner, AmSan JWP04545, or approved equal.
- Cost per each: \$ _____
- Brand/Model bid: _____
- Minimum order quantity: _____
- 3.7. Ready-to-use disinfectant cleaner. Johnson Wax Professional Virex Tb, AnSam JWP04743, or approved equal.
- Cost per each: \$ _____
- Brand/Model bid: _____
- Minimum order quantity: _____
- 3.8. Enzyme Odor Neutralizer. AmSan Renown, AmSan REN03043-BD, or approved equal.
- Cost per each: \$ _____
- Brand/Model bid: _____
- Minimum order quantity: _____
- 3.9. Water soluble deodorant odor counteractant. AmSan Renown, AmSan REN03034-BD, AmSan REN03017-BD, or approved equal.
- Cost per each: \$ _____
- Brand/Model bid: _____
- Minimum order quantity: _____

3.10. Metered Aero Refill. AmSan REN03541-CT or approved equal.

Cost per each: \$ _____

Brand/Model bid: _____

Minimum order quantity: _____

3.11. Bulk Liquid Soap Dispensers. AmSan REN05129 or approved equal.

Cost per each: \$ _____

Brand/Model bid: _____

Minimum order quantity: _____

3.12. Liquid Soap for Bulk Dispensers. AmSan REN02502 or approved equal.

Cost per each: \$ _____

Brand/Model bid: _____

Minimum order quantity: _____

3.13. If requested, training will be conducted on site at the Department in Missoula, Montana. Provide a "lump sum" cost that includes all costs associated with the training as specified in Section 2.1.

"Lump Sum" Training Cost: \$ _____

4.0. DELIVERY

Delivery will be **required** within five (5) working days after receipt of order by the vendor.

5.0. AWARD PROCESS

Award will be on an all-or-none basis.

The Department also reserves the right to cancel this contract if cancellation is deemed to be in the Department's best interest.

CONDITIONS OF BID DISQUALIFICATION:

- A) Failure on the part of the vendor to display Invitation for Bid #HWY-309620-JA on the outside of the envelope containing a sealed bid will result in bid disqualification.
- B) If bidding other than brand/model specified, then manufacturer's literature, sufficient in detail to address all specification requirements of the item being bid, must accompany your bid response. Failure to enclose literature as required; or, failure on the part of the vendor to enclose literature of sufficient detail to address all specification requirements of the item being bid, will result in bid disqualification.
- C) Part numbers are provided for reference purposes only and should be verified by the vendor for accuracy prior to bid submittal as the Department of Transportation will not participate in freight or restocking charges as a result of incorrect parts numbers. Bids submitted stipulating a restocking charge will be disqualified.

